

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

GLADYS YOLTON, WILBUR MONTGOMERY,
ELSIE TEAS, ROBERT BETKER, EDWARD
MAYNARD, and GARY HALSTED, on
behalf of themselves and a class of persons
similarly situated,

Hon. Patrick J. Duggan
Case No. 02-CV-75164

Plaintiffs,
v.

CLASS ACTION

EL PASO TENNESSEE PIPELINE CO., and
CNH AMERICA, LLC,

Defendants.

FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter comes before the Court for approval of the Settlement Agreement dated August 17, 2011. The parties have asked this Court to approve the Settlement Agreement and to retain jurisdiction to administer and enforce the terms of the Settlement Agreement. The Court, having considered the Settlement Agreement and its Exhibits, all papers filed and proceedings held herein and being otherwise fully advised of the premises, and good cause appearing therefore, and using capitalized terms defined in the Settlement Agreement, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this litigation and over all parties to this litigation, including all Class Members defined in paragraph 2.
2. This Court certifies the Class for this Final Judgment as:

All former bargaining unit employees who retired under the Case Corporation (formerly J.I. Case) Pension Plan for Hourly Paid Employees on or before July 1, 1994 (other than former employees eligible for or receiving retirement benefits under the deferred vested provisions of the Pension Plan) and all surviving spouses who are (1) spouses of former bargaining unit employees who retired or died on or before July 1, 1994; and (2) eligible for or receiving surviving spouse benefits under the Case Corporation (formerly J.I. Case) Pension Plan for Hourly Paid Employees, other than a deferred vested pension.

3. This Court hereby approves the terms of the settlement set forth in the Settlement Agreement and finds that the settlement agreed to therein is, in all respects, fair, reasonable, and in the best interests of the Class.

4. El Paso Tennessee shall comply with all of its obligations under the Settlement Agreement.

5. This Court hereby dismisses, with prejudice to each Class Member, each and every claim in this Litigation against the El Paso Parties that does not arise out of the Settlement Agreement.

6. The El Paso Parties are released and forever discharged from any and all rights, claims or causes of action, whether known or unknown, which any Class Representative, or anyone claiming on behalf of any Class Representative, has or may have against any of the El Paso Parties, with respect to Life Insurance Benefits, Health Care Benefits or the changing of Health Care Benefits, that were or could have been asserted by the Class Representatives.

7. All Class Members and anyone claiming on behalf of or through a Class Member (including but not limited to any dependent of a Class Member) are hereby forever barred and enjoined from instituting or prosecuting, either directly or indirectly, against any of the El Paso Parties any and all rights, claims or causes of action, whether known or unknown, which any of them has or may have against any of the El Paso Parties with respect to Life Insurance, Health Care Benefits or the changing of Health Care Benefits that were or could have been asserted in the Litigation, which do not arise out of the Settlement Agreement.

8. Neither the entry into the Settlement Agreement nor the consent to this Judgment is, or may be construed as, an admission by or against the El Paso Parties or the Class Representatives of any wrongdoing or liability. The Settlement Agreement, this Judgment and any documents

related to any of the foregoing shall not be introduced in evidence in any proceeding any against the El Paso Parties or the Class Representatives in any Court or agency or other tribunal for any purpose except to enforce the terms of the Settlement Agreement or this Judgment.

9. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over all parties hereto for the purposes of administering and enforcing the Settlement Agreement.

s/Patrick J. Duggan
Patrick J. Duggan
United States District Judge

Dated: November 17, 2011

I hereby certify that a copy of the foregoing document was served upon counsel of record on Thursday, November 17, 2011, by electronic and or ordinary mail.

s/Marilyn Orem
Case Manager